



TOWN OF GRANITE QUARRY
BOARD OF ALDERMEN REGULAR MEETING MINUTES
Monday, August 5, 2019

Present: Mayor Bill Feather, Mayor Pro Tem Jim LaFevers, Alderman Jim Costantino and Alderman John Linker

Staff: Interim Town Manager Larry Smith, Town Clerk/HR Director Tanya Word, Town Planner Steve Blount, Fire Chief/Maintenance Supervisor Jason Hord, Finance Officer/Planning Coordinator/Events Administrator Shelly Shockley, Town Attorney Chip Short, Deputy Clerk/Finance/HR Analyst Aubrey Smith

Guests: James “Dick” Finger of 129 Kerns Street and Gail Marsh of 602 N. Main Street

Call to Order: Mayor Feather called the meeting to order at 7:00 p.m.

Moment of Silence: Mayor Feather opened the meeting with a moment of silence.

Pledge of Allegiance: Mayor Feather led the Pledge of Allegiance.

1. Approval of the Agenda:

ACTION: Alderman Linker made a motion to approve the agenda as presented. Alderman Costantino seconded the motion. The motion passed with all in favor.

2. Approval of the Consent Agenda:

a. Approval of the Minutes

- Regular Board Minutes – July 8, 2019

b. Departmental Reports (Reports in Board packet)

c. Financial Reports

ACTION: Alderman Costantino made a motion to approve the consent agenda. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

3. Citizen Comments

- James “Dick” Finger of 129 Kerns Street spoke about his concerns over the type of houses that would be built at the corner of Kerns Street and Yadkin Street.
- Gail Marsh of 602 N. Main Street asked questions regarding the houses that will be built at the corner of Kerns Street and Yadkin Street. The Board called on the Town Planner to respond to the questions.

4. Guests and Presentations- There were no guest presentations.

5. Town Events

- a. Adult Fish 4 Fun** – Friday, August 23, 6:00 p.m. – 9:00 p.m., Granite Lake Park
- b. Save the Date – Family Fun Fest** – Saturday, October 19, 4:00 p.m. – 8:00 p.m., Civic Park

6. Public Hearing to consider an incentive request from “Project Profile Trail”

Scott Shelton of the Rowan County EDC presented preliminary information regarding an incentive request from “Project Profile Trail”.

The company is an existing employer in Rowan County that will retain current employment levels and create 191 new jobs over the next three (3) years. While these numbers are preliminary, the company estimates that it will invest more than \$2 million dollars in new construction and equipment. The company is considering the new spec building in Granite Industrial Park for this expansion.

“Project Profile Trail” would allow the company to substantially increase its employment levels and expand its operations. This project would give the County the opportunity to actively support an existing employer in our community, as well as expand the Town’s tax base.

Mr. Shelton requested that the Board consider continuing the public hearing to the September 3rd meeting to allow him to present the most accurate investment amount to the citizens of Granite Quarry.

Mayor Feather opened the public hearing at 7:18 p.m.

No one spoke for or against the incentive request from “Project Profile Trail”.

Mayor Feather closed the public hearing at 7:18 p.m.

ACTION: Mayor Pro Tem LaFevers made a motion to continue the public hearing to the September 3, 2019 meeting. Alderman Linker seconded the motion. The motion passed with all in favor.

7. Town Manager’s Update

a. Town Goals Updates/ Town Developments

Mr. Smith reviewed the progress of the Board’s major goals and projects.

8. Old Business

a. Committee Updates

i. Parks and Recreation – Mayor Pro Tem LaFevers updated the Board on the upcoming PERC events including the Adult Fish for Fun and Fun Fest.

ii. Revitalization – Alderman Linker gave an overview of current Revitalization projects including Town Hall, street paving, sidewalks, and the Town Square.

b. ORDINANCE NO. 2019-04

An Ordinance of the Town of Granite Quarry, North Carolina, Amending the Code of Ordinances Chapter 2, Article IX Parks, Events, and Recreation Committee, Section 2-166 through 2-185

Mayor Pro Tem LaFevers commented that the Parks, Events and Recreation Committee reviewed the document and determined the changes wouldn’t affect the way the Committee was operating.

ACTION: Alderman Linker made a motion to amend the Code of Ordinances Chapter 2, Article IX Parks, Events, and Recreation Committee, Section 2-166 through 2-185. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

c. ORDINANCE NO. 2019-05

An Ordinance of the Town of Granite Quarry, North Carolina, Amending the Code of Ordinances Chapter 2, Article X Community Appearance Commission, Sections 2-186 through 2-191

ACTION: Mayor Pro Tem LaFevers made a motion to amend the Code of Ordinances Chapter 2, Article X Community Appearance Commission, Sections 2-186 through 2-191. Alderman Linker seconded the motion. The motion passed with all in favor.

d. ORDINANCE NO. 2019-06

An Ordinance of the Town of Granite Quarry, North Carolina, Amending the Code of Ordinances Chapter 2, Article XI Revitalization Team, Sections 2-192 through 2-199

ACTION: Alderman Linker made a motion to amend the Code of Ordinances Chapter 2, Article XI Revitalization Team, Sections 2-192 through 2-199. Alderman Costantino seconded the motion. The motion passed with all in favor.

e. ORDINANCE NO. 2019-07

An Ordinance of the Town of Granite Quarry, North Carolina, Amending the Code of Ordinances Chapter 2, Article II Mayor, Section 2-21

ACTION: Alderman Linker made a motion to amend the Code of Ordinances Chapter 2, Article II Mayor, Section 2-21. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

f. GQ Athletic Club Lease Agreement

The Board reviewed the updated GQ Athletic Club Lease Agreement. There was discussion regarding the changes.

ACTION: Mayor Pro Tem LaFevers made a motion to adopt the agreement as written and give thirty days to secure the insurance certificate. Alderman Costantino seconded the motion. The motion passed with all in favor.

There was discussion regarding legal fees. The Town Attorney provided clarification that he billed for two hours at \$250.

g. Streets and Sidewalks (Paving and Repair) - Discussion

There was discussion regarding funding for street and sidewalk repair and what areas would be considered priority. Chief Hord addressed the Board regarding options that had been discussed for completing the project. He requested clear direction on what needed to be done.

Mayor Feather proposed borrowing \$350,000 to complete the Streets and Sidewalks Project to be paid back using \$50,000 from the next seven years of Powell Bill funds. That will leave around \$30,000 each year to make other repairs.

ACTION: Alderman Costantino made a motion to borrow \$350,000 to complete the Streets and Sidewalks Project to be paid back using \$50,000 from the next seven years of Powell Bill funds. Alderman Linker seconded the motion. The motion passed with all in favor.

9. New Business & Action Items

a. Request to receive a check from FEMA

A request was made to receive a check from FEMA in the amount of \$5,000 to repair a culvert on Railroad Street. Amount will be deposited into account #01-3493-26 (FEMA Projects).

ACTION: Alderman Linker made a motion to receive a check from FEMA in the amount of \$5,000 to be deposited into account #01-3493-26 (FEMA Projects). Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

b. Maintenance Department Surplus

Two (2) Echo trimmers that no longer work, and one (1) Stihl Backpack Blower that needs work and it would be cheaper to purchase a new one.

ACTION: Mayor Pro Tem LaFevers made a motion to dispose of two (2) Echo trimmers and one (1) Stihl Backpack Blower. Alderman Linker seconded the motion. The motion passed with all in favor.

c. Fire Department Surplus

- 20 Scott SCBA pacs that have been replaced by MSA SCBA pacs
- 3 old non- working printers
- 2 Dragger gas monitors – Replaced by MSA monitors
- 4 Old laptops – Cleared and info removed
- 2 Old desktops and monitors – Cleared and info removed
- 2006 Chevy Impala – Formerly used as the Chiefs car – high mileage and unused

ACTION: Alderman Linker made a motion to dispose of:

- 20 Scott SCBA pacs that have been replaced by MSA SCBA pacs
- 3 old non- working printers
- 2 Dragger gas monitors – Replaced by MSA monitors
- 4 Old laptops – Cleared and info removed
- 2 Old desktops and monitors – Cleared and info removed
- 2006 Chevy Impala – Formerly used as the Chiefs car – high mileage and unused

Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

d. Board Appointment – Parks, Events and Recreation Committee (PERC) and ZBA

ACTION: Alderman Costantino made a motion to appoint Melinda Hege to the Parks, Events and Recreation Committee (PERC) and to reappoint John Linker, Howell Kesler (ETJ), Doug Shelton, and Kelly Smith (ETJ) to the ZBA. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

e. Presentation on Potential Merger of Planning Board and Zoning Board of Adjustment

Mr. Blount presented to the Board the possibility that the combined Planning Board and Zoning Board of Adjustment may be larger than existing boards. Mr. Blount spoke about vacancies being excluded from the quorum calculation. He will present a potential text amendment to the Board of Aldermen in the future.

f. AMVETS Ladies Auxiliary Golf Tournament Sponsorship

The AMVETS Ladies Auxiliary #845 is requesting sponsorship for their Golf Tournament on Saturday, September 7th at McCanless Golf Club. The sponsorship will help AMVETS to raise money to support many of their projects including but not limited to Child Welfare Projects, Scholarship Fund, Veterans Projects and Community Service Projects such as helping the local food bank in Rockwell.

ACTION: Alderman Linker made a motion to table the request until the September 3, 2019 Board of Aldermen meeting. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

10. Board Comments- There were no comments from the Board.

11. Mayor's Notes – Announcements and Date Reminders

- a. Rowan EDC Annual Meeting – Thursday, August 8, 11:30 a.m. – 1:00 p.m., City Tavern located at 113 E. Fisher St.
- b. Planning Board Meeting – Monday, August 12, 5:30 p.m.
- c. ZBA Meeting – Monday, August 12, 6:30 p.m.
- d. Rowan Chamber Business After Hours – Monday, August 12, 5:00 p.m. – 7:00 p.m., Trinity Oaks, 728 Klumac Rd. Theme: “2020 Vision Back to the Future with the Chamber!”
- e. CCOG Board of Delegates Meeting – Wednesday, August 14, 6:15 p.m.
- f. Parks, Events and Recreation Committee Meeting – Monday, August 19, 5:00 p.m.
- g. Revitalization Team Meeting – Tuesday, August 20, 3:30 p.m.
- h. Adult Fish 4 Fun – Friday, August 23, 6:00 p.m. – 9:00 p.m., Granite Lake Park
- i. Cabarrus-Rowan County MPO Meeting – Wednesday, August 28, 5:30 p.m.
- j. Town Hall Offices Closed – Monday, September 2 – Labor Day
- k. **SAVE THE DATE: Power in Partnership Breakfast Series** – Thursday, September 19, 7:30 a.m., Trinity Oaks
- l. Board of Aldermen Regular Meeting – Tuesday, September 3, 7:00 p.m.
- m. **SAVE THE DATE – Family Fun Fest** – Saturday, October 19th 4:00 p.m. – 8:00 p.m., Civic Park

12. Adjournment

ACTION: Alderman Costantino made a motion to adjourn the meeting. Mayor Pro Tem LaFevers seconded the motion. The motion passed with all in favor.

The meeting was adjourned at 8:07 p.m.

Respectfully Submitted,

Aubrey Smith

Deputy Clerk/Finance/HR Analyst

ORDINANCE NO. 2019-04

AN ORDINANCE OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE IX PARKS, EVENTS, AND RECREATION COMMITTEE, SECTIONS 2-166 THROUGH 2-185

BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, North Carolina as follows:

Section 1. That Chapter 2, Article IX: Sections 2-166 through 2-185 be amended as follows:

Sec. 2-166 Establishment; Composition

There is hereby created and established the Parks, Events, and Recreation Committee, hereinafter referred to as "Committee", composed of seven members appointed by the Board of Aldermen.

Sec. 2-167 Membership Qualification and Terms of Office

- (1) All members shall be residents of the town's planning and zoning jurisdiction at the time of appointment.
- (2) Where possible, appointments shall be made in such a manner as to maintain on the Committee at all times a majority of members who have had training or experience in grounds or facility planning and maintenance, events planning, parks and recreation programming, city planning, or a related field.
- (3) Initially members shall be appointed for three-year staggered terms, expiring on July 31 of the appropriate term of appointment. All subsequent appointments, except to fill a vacancy, shall be for three-year terms.
- (4) Membership is voluntary. Members may be reappointed for successive terms.

Sec. 2-168 Powers and Duties

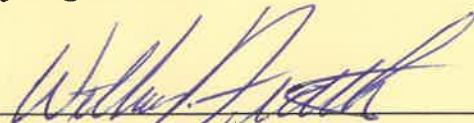
The Committee shall have the following powers and duties:

- (1) To initiate, promote, and assist in the implementation of programs / events beneficial to the citizens of Granite Quarry and promote a sense of community in the town.
- (2) To seek and coordinate the activities of individuals, agencies and organizations, public and private, whose plans, activities and programs ultimately affect the citizens of Granite Quarry.

Sec. 2-169 through 2-185. Reserved

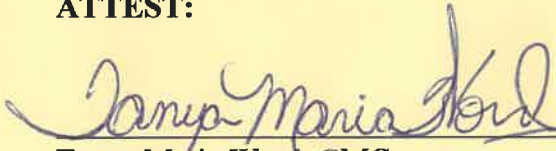
Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict, and that this ordinance shall be effective from the date of its passage.

Adopted this, the 5th day of August, 2019



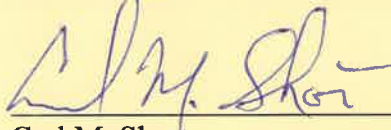
William D. Feather, Mayor

ATTEST:



Tanya Maria Word, EMC
Town Clerk

APPROVED AS TO FORM:



Carl M. Short
Town Attorney



ORDINANCE NO. 2019-05

AN ORDINANCE OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE X COMMUNITY APPEARANCE COMMISSION, SECTIONS 2 -186 THROUGH 2-191

BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, North Carolina as follows:

Section 1. That Chapter 2, Article X, Sections 2-186 through 2-191 be amended as follows:

Sec. 2-186 Establishment; Composition

There is hereby created and established the town Community Appearance Commission, hereinafter referred to as "Commission", composed of seven members appointed by the Board of Aldermen.

Sec. 2-187 Membership Qualification and Terms of Office

- (1) All members shall be residents of the town's planning and zoning jurisdiction at the time of appointment.
- (2) Where possible, appointments shall be made in such a manner as to maintain on the Commission at all times a majority of members who have had special training or experience in a design field, such as architecture, landscape design, horticulture, city planning, or a closely related field.
- (3) Initially, members shall be appointed for three-year staggered terms, expiring on July 31 of the appropriate term of appointment. All subsequent appointments, except to fill a vacancy, shall be for three-year terms.
- (4) Members of the Commission shall serve without pay but may be reimbursed for actual expenses incidental to the performance of their duties within the limits of funds available to the Commission.

Sec. 2-188 Powers and Duties

The Commission shall have the following powers and duties:

- (1) To make studies of the visual characteristics and problems of the town, including surveys and inventories of an appropriate nature, and to recommend standards and policies of design for the entire area, any portion or neighborhood thereof, or any project to be undertaken.
- (2) To initiate, promote and assist in the implementation of programs of general community beautification in the town.
- (3) To seek to coordinate the activities of individuals, agencies and organizations, public and private, whose plans, activities and programs bear upon the appearance of the town.
- (4) To provide leadership and guidance in matters of area or community design and appearance to individuals, and to public and private organizations and agencies.

- (5) To prepare both general and specific plans for the improved appearance of the town. These plans may include the entire area or any part thereof, and may include private as well as public property. The plans shall set forth desirable standards and goals for the aesthetic enhancement of the town or any part thereof within its area of planning and zoning jurisdiction, including public ways and areas, open spaces, and public and private buildings and projects.
- (6) To request from the proper officials of any public agency or body, including agencies of the state and its political subdivisions, its plans for public buildings, facilities, or projects to be located within the town or its area of planning and zoning jurisdiction.
- (7) To review these plans and to make recommendations regarding their aesthetic suitability to the appropriate agency, or to the Planning Board or the Board of Aldermen. The Commission shall review all plans in a prompt and expeditious manner, and all recommendations of the Commission with regard to any public project shall be made in writing. Copies of the recommendation shall be transmitted promptly to the Planning Board or the Board of Aldermen.
- (8) To formulate and recommend to the Board of Aldermen the adoption or amendment of ordinances, including the zoning ordinances, subdivision regulations, and other local ordinances regulating the use of property that will, in the opinion of the Commission, serve to enhance the appearance of the town and its surrounding areas.
- (9) To direct the attention of town officials to needed enforcement of any ordinance that may in any way affect the appearance of the town.
- (10) To seek voluntary adherence to the standards and policies of its plans.
- (11) To enter, in the performance of its official duties and at reasonable times, upon private lands, with the property owner's permission, and make examinations or surveys.
- (12) To promote public interest in and an understanding of its recommendations, studies and plans, and to that end to prepare, publish and distribute to the public such studies and reports as will, in the opinion of the Commission, advance the cause of improved municipal appearance.
- (13) To conduct public meetings and hearings, giving reasonable notice to the public thereof.

Sec. 2-189 Advisory Council, Committees

The Commission may establish an advisory council when, in the judgment of the Commission, such a council will be an aid to the performance of its duties. However, the Commission shall not delegate to such advisory council any of its official powers and duties. In addition, the Commission may, from its own membership, establish any temporary or permanent committees needed to assist it in the study of specific questions and problems.

Sec. 2-190 Staff, Technical Services


The Commission may recommend to the Board suitable arrangements for the procurement or provision of staff or technical services for the Commission.

Sec. 2-191. Reserved.

State law reference – Community Appearance Commission, N.C.G.S. §160A-451 et seq.

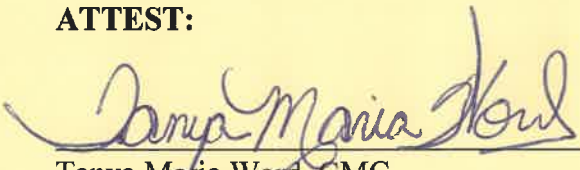
Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict, and that this ordinance shall be effective from the date of its passage.

Adopted this, the 5th day of August, 2019



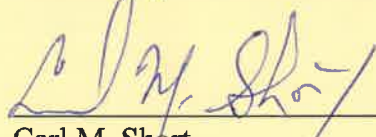
William D. Feather, Mayor

ATTEST:



Tanya Maria Word, CMC
Town Clerk

APPROVED AS TO FORM:



Carl M. Short
Town Attorney



ORDINANCE NO. 2019-06

**AN ORDINANCE OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA,
AMENDING THE CODE OF ORDINANCES CHAPTER 2, ARTICLE XI
REVITALIZATION TEAM, SECTIONS 2-192 THROUGH 2-199**

BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, North Carolina as follows:

Section 1. That Chapter 2, Article XI: Sections 2-192 through 2-199 be amended as follows:

Sec. 2-192 Establishment; Composition

There is hereby created and established the Revitalization Team, hereinafter referred to as "Team", composed of seven members appointed by the Board of Aldermen.

Sec. 2-193 Membership Qualification and Terms of Office

- (1) All members shall be residents and/or business representatives of the town's planning and zoning jurisdiction at the time of appointment. An exception may be made with one seat on the Team, should the Board of Aldermen determine an outside person with specifically desired experience would enhance the Team or be instrumental in advancing town goals.
- (2) Where possible, appointments shall be made in such a manner as to maintain on the Team at all times a majority of members who have had training or experience in business management, real estate sales, construction or development, city or financial planning, or a related field.
- (3) Initially members shall be appointed for three-year staggered terms, expiring on July 31 of the appropriate term of appointment. All subsequent appointments, except to fill a vacancy, shall be for three-year terms.
- (4) Membership is voluntary. Members may be reappointed for successive terms.

Sec. 2-194 Powers and Duties

The Team shall have the following powers and duties:

- (1) To implement the NCDDA Technical Assistant Team Study Plan
- (2) To implement the Granite Quarry Downtown Master Plan

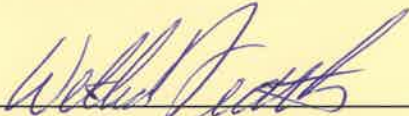
Sec. 2-195 Staff, Technical Services

The Clerk and Town Manager of the Town of Granite Quarry shall act as staff support for the Team. The Clerk shall maintain a record of the attendance, any actions, and recommendations requested by the Team.

Sec. 2-196 through 2-199. Reserved

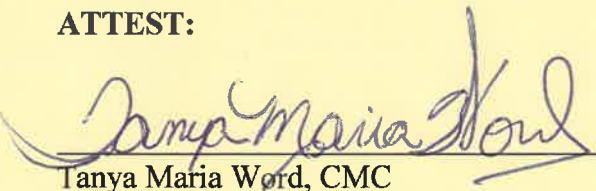
Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict, and that this ordinance shall be effective from the date of its passage.

Adopted this, the 5th day of August, 2019



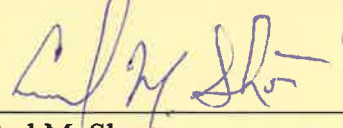
William D. Feather, Mayor

ATTEST:



Tanya Maria Word, CMC
Town Clerk

APPROVED AS TO FORM:



Carl M. Short
Town Attorney



ORDINANCE NO. 2019-07

**AN ORDINANCE OF THE TOWN OF GRANITE QUARRY NORTH CAROLINA,
AMENDING THE CODE OF ORDINANCES CHAPTER 2,
ARTICLE II MAYOR, SECTION 2-21**

II. MAYOR

BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry, North Carolina as follows:

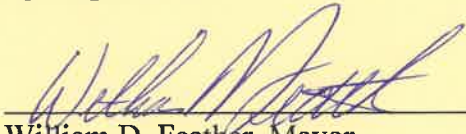
Section 1. That Chapter 2, Article II: Section 2-21 be amended as follows:

Sec. 2-21 Participation on committees

The Mayor shall be an ex officio liaison of all committees of the town.

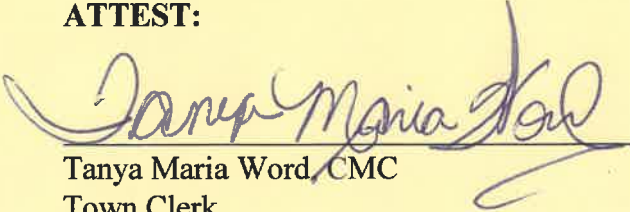
Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict, and that this ordinance shall be effective from the date of its passage.

Adopted this, the 5th day of August, 2019



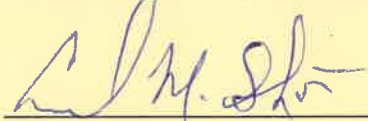
William D. Feather, Mayor

ATTEST:



Tanya Maria Word, CMC
Town Clerk

APPROVED AS TO FORM:



Carl M. Short
Town Attorney



AGREEMENT

This Agreement, made and entered into this the ¹⁸5th of August 2019 by and between the Town of Granite Quarry, a North Carolina municipal corporation, (hereinafter referred to as Town) Lessor; and the Granite Quarry Athletic Club, a North Carolina non-profit corporation (hereinafter referred to as Athletic Club) Lessee:

WITNESSETH

WHEREAS, the Board of Alderman of the Town has determined that providing the citizens of the Town an additional recreation opportunity is a good thing for its citizens; and

WHEREAS, the Athletic Club has volunteered to construct and operating biking trails on certain town property for the benefit of the citizens of Granite Quarry at no cost to the town.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth to be done and performed by the Athletic Club, the Town does hereby let and lease to the Athletic Club a certain parcel of land more particularly described as follows:

BEING that 10.048-acre tract described further in Deed Book 1267 at page 587 in the Rowan County Registry and shown upon the Tax Maps for Rowan County Registry and shown upon the Tax Maps of Rowan County as parcel 185 on Tax Map 403.

To have and to hold said land to the Athletic Club for the term and upon the conditions hereinafter set forth:

- 1) The rental for said premises shall be for dollar (\$1.00) per year.
- 2) The initial term of this lease shall three year from the date of the execution of the Agreement, unless terminated as set forth below. Terms following the initial term shall be for one year and renewable upon consent of both parties.
- 3) Athletic Club shall construct upon the leased premises bike trails in a general manner and style as first presented to the Town. Construction shall be of a quality commensurate with a facility to be used by the public with safety being the utmost concern.
- 4) Adequate signage for the safety of the public shall be installed and maintained.
- 5) Adequate parking for the public shall be installed and maintained.
- 6) The Athletic Club shall obtain and maintain liability insurance on said premises in an amount to be determined reasonable considering the use for the premises (one million dollars minimum). The Town shall be included as an additional insured.
- 7) This Agreement shall not be assigned by Athletic Club to another party.
- 8) Should any of these conditions not be met by the Athletic Club or shall cease to be met at any time during the term of this Agreement, the Town shall give written notice to the Athletic Club as to its violation and the Athletic Club shall have 30 days to correct said violation. If the Athletic Club does not make such corrections within said thirty-day period, the Town may immediately terminate this Agreement.
- 9) The trails on this property shall be for the use of hiking, pedestrian, and bicycles. No motor vehicles, gas powered vehicles, motorcycles, golf carts, mopeds, motor-driven bicycles as defined in North Carolina General Status § 20-4.01 shall be allowed.

- 10) No parking on Faith Road is allowed. Access only from Faith Road.
- 11) Any construction impacting waterways must have proper approvals or permits as needed.
- 12) Athletic Club hereby releases the Town from all injury and any liability of any kind arising from Athletic Club use and occupancy of the premises and agrees to indemnify and hold harmless the Town. In no event shall the Town be liable for any damage or injury to any agent or employee of the Athletic Club or to any person coming upon the premises in connection with the Athletic Club's use and occupancy of the premises.

IN WITNESS WHEREOF, the parties have executed this Agreement, this the day and year first above written.

TOWN OF GRANITE QUARRY

By 

Mayor

William Feather

ATTEST:


Tanya Maria Word, CMC

Clerk



GRANITE QUARRY ATHLETIC CLUB

By 

President

Jim Costantino



HOWARD BROWN AGENCY, INC.

AUTO - HOME - LIFE - BUSINESS
1121 OLD CONCORD ROAD, P.O. BOX 667
SALISBURY, NORTH CAROLINA 28145-0667
PHONE: (704) 638-0600 ~ FAX: (704) 639-1010

063779

Independent Insurance Agent

Received from

William Feather

DATE

9/18/19

TIME:

AM/PM

Amount

Eight hundred sixty five & 30/100

Dollars \$

865³⁰/₁₀₀

Name of Ins. Co.:

SA Athletic Club

Effective Date of Coverage

CASH ☐

\$

Type of Policy

MONEY ORDER

HOWARD BROWN AGENCY, INC.

CHECK NUMBER

THANK
YOU!

Signature

[Signature]

AGENCY CHECK NUMBER



The Colonial Group
5506 W Friendly Ave, Suite 200
Greensboro, NC 27410

09/12/2019

Regarding:

Granite Quarry Athletic Club
1321 Horewick Drive
Granite Quarry, NC 28146

Proposed Policy Period: 09/12/2019 to 09/12/2020

Quote is valid: for 30 days.

We are pleased to offer this quotation based upon the application information submitted. The terms and conditions offered may differ from the prior policy and from what was requested in the submission. PLEASE REVIEW THIS QUOTATION CAREFULLY.

Company: Northfield Insurance Company

A.M. Best Rating A++

A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a list of companies rated by A.M. Best and other rating services, visit travelers.com. Ratings listed herein are current, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.

Coverage Summary:

Commercial General Liability Coverage Part

	\$	750.00
PREMIUM TOTAL	\$	750.00
Policy Fee	\$	75.00
Stamping Fee	\$	3.00
Surplus Lines Tax	\$	37.50
TOTAL	\$	865.50

Minimum earned premium of 25% of the policy premium applies in the event of cancellation.
Policy Fee is fully earned at inception and non-refundable in the event of flat cancellation.

Classifications:

Location # 001 1321 Horewick Drive, Granite Quarry, NC 28146
49451

Walking/Bike Trails rated as Vacant Land - For Profit. - Products-completed operations are subject to General Aggregate Limit.

Premium Base: Each Acre - 10

Premises/Operations: Rate: 65.011 Premium: \$650

Products/Completed Operations: Included in General Aggregate

General Liability Additional Interests:

Classification	Premium Base	Rate	Premium
Additional Insureds	Per AI 1	Per AI	\$100 Fully Earned

CG 20 10 (04/13)

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

Town of Granite Quarry

P. O. Box

Granite Quarry, NC 28072

Liability Limits and Deductibles:

General Liability

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	

General Liability Deductible

No deductible applies.

Conditions:

Written request to bind - no backdating
Signed and completed applications
Loss runs or No Known Loss Notice

Conditions:

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN 30 DAYS OF BINDING UNLESS OTHERWISE SPECIFIED.

Quoted By: Adelle Cannon

Phone Number: 336-855-1300

Email Address: acannon@thecolonialgroup.com

Attachments:

Schedule of Forms and Endorsements
Federal Terrorism Risk Insurance Act Disclosure

SCHEDULE OF FORMS AND ENDORSEMENTS

Effective Date: 09/12/2019

Policy No: Quote

Named Insured:

Granite Quarry Athletic Club

The following schedule of coverage declarations, forms and endorsements make up your policy as of the effective date shown above.

COMMON POLICY DECLARATIONS - S1D-IL (9/05)

The following forms and endorsements apply to coverage parts as stated on the form or endorsement:

S1-IL (9/05)	Commercial Insurance Policy
S1D-IL (9/05)	Common Policy Declarations
S1D-ILS (9/05)	Schedule of Forms and Endorsements
N-3384 (7/08)	Important Notice - Producer Compensation
IL 00 17 (11/98)	Common Policy Conditions
IL 00 21 (09/08)	Nuclear Energy Liability Exclusion Endorsement
S1030-IL (7/08)	Service of Suit
S1216-IL (10/96)	Exclusion - Water Hazard
S2612-IL (6/17)	Amendment - Non-Renewal
IL T4 14 (01/15)	Cap on Losses From Certified Acts of Terrorism
S2765-IL (1/14)	Amendment - Minimum Earned Premium
S2965-IL (3/15)	Amendment of Common Policy Conditions Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - S2584D-CG (9/05)

The following forms and endorsements apply to the Commercial General Liability Coverage Part only:

S2584D-CG (9/07)	Commercial GL Coverage Part Declarations
CG 00 01 (12/07)	General Liability Coverage Form
S17-CG (7/09)	Limitation - Classification
S42-CG (2/16)	Total Pollution Exclusion with Exceptions for Building Heating, Cooling, Dehumidifying and Personal Hot Water Heating Equipment and Hostile Fire
S267-CG (6/14)	Combination Endorsement Bodily Injury and Property Damage Liability
S2582-CG (1/13)	Exclusion - Aircraft, Auto or Watercraft
S2608-CG (11/16)	Exclusion - Real Estate Development Activities
IL T3 68 (01/15)	Federal Terrorism Risk Insurance Act Disclosure
S2623-CG (6/14)	Combination Endorsement Personal and Advertising Injury Liability
S2872-CG (2/10)	Exclusion - Tree Stand or Raised Platform
S2996-CG (5/16)	Exclusion - Cross Liability - Broad Form
CG 20 10 (04/13)	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 21 36 (03/05)	Exclusion - New Entities

SCHEDULE OF FORMS AND ENDORSEMENTS

CG 21 39 (10/93)	Contractual Liability Limitation
CG 21 44 (04/17)	Limitation of Coverage to Designated Premises, Project or Operation
S43-CG (1/14)	Exclusion - Punitive or Exemplary Damages
S56-CG (10/04)	Amendment - Deposit Premium and Minimum Premium
S311-CG (7/18)	Exclusion - Professional Services

PROPOSAL DISCLOSURE/COVERAGE DISCLAIMER

Proposal Disclosure Wording:

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL/QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL/QUOTE HAVE NOT BEEN AGREED TO BY NORTHLAND INSURANCE COMPANIES. PLEASE REVIEW THIS PROPOSAL/QUOTE CAREFULLY AND IF YOU HAVE QUESTIONS, PLEASE CONTACT YOUR INSURANCE REPRESENTATIVE.

Coverage Disclaimer:

THIS PROPOSAL/QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY NORTHLAND INSURANCE COMPANIES. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Northfield compensates its agents, brokers and program managers, please visit this website:

http://www.northlandins.com/Producer_Compensation_Disclosure.asp

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Northfield Insurance Company, c/o Law Department, 385 Washington St., St. Paul, MN 55102.

Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For coverages other than Workers Compensation and Employers Liability that apply to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Any charges for Insured Losses, regardless of coverage type, do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Coverage	Included Charge For Insured Losses
Commercial Property Coverage	[3%] [7%] of the Commercial Property Coverage premium <ul style="list-style-type: none">* If the primary location is in a Designated City (as listed below), choose 7%* If the primary location is <u>not</u> in a Designated City (as listed below), choose 3%
All other coverages subject to TRIA	1% of each applicable coverage premium

Designated Cities are:			
Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

AGENCY HOWARD BROWN AGENCY INC 1121 OLD CONCORD RD STE 6 P.O. BOX 867 SALISBURY NC 28145-0867 PHONE (704) 638-0600		CARRIER		NAIC CODE	
CONTACT NAME: Howard W. Brown, Jr.		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE	
PHONE (A/C No. Ext): 704 638 0600		POLICY NUMBER			
FAX (A/C No.): 704 639 1010		UNDERWRITER		UNDERWRITER OFFICE	
E-MAIL ADDRESS: hbrown@carolina.com		STATUS OF TRANSACTION		<input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW	
CODE:		<input type="checkbox"/> BOUND (Give Date and/or Attach Copy):		<input type="checkbox"/> CHANGE <input type="checkbox"/> DATE <input type="checkbox"/> TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	
SUBCODE:		<input type="checkbox"/> CANCEL			
AGENCY CUSTOMER ID:					

LINE OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$	
BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$	
BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$	
COMMERCIAL INLAND MARINE	\$		MOTOR CARRIER	\$	
COMMERCIAL PROPERTY	\$		TRUCKERS	\$	
CRIME	\$		UMBRELLA	\$	

ATTACHMENTS

ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
9/16/19	9/16/20	<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY				\$	\$	\$

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Granite Quarry Athletic Club, 1321 Honeywell Drive Granite Quarry NC 28146		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: 704 546 9101			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input checked="" type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: _____

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME: <i>Mayor Bill Weather</i>		CONTACT NAME:	
PRIMARY PHONE # <i>704-245-2807</i>	<input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL	SECONDARY PHONE #	<input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: <i>WWeather@consultingcca.com</i>		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:	INSIDE OUTSIDE	OWNER TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:	INSIDE OUTSIDE	OWNER TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:	INSIDE OUTSIDE	OWNER TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY: STATE: COUNTY: ZIP:	INSIDE OUTSIDE	OWNER TENANT	# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

Walking & Bike Trail - Non Motorized
Hours - Sunup to Sun Down

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK	EVIDENCE	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/> ADDITIONAL INSURED	<i>Town of Granite Quarry</i> <i>PO Box 351</i> <i>Granite Quarry NC 28048</i>						LOCATION:	BUILDING:
<input type="checkbox"/> BREACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER							ITEM DESCRIPTION	
<input type="checkbox"/> LENDER'S LOSS PAYABLE								
REASON FOR INTEREST:		REFERENCE / LOAN #:		INTEREST END DATE:		FAX (A/C, No):		
		LIEN AMOUNT:		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:		

GENERAL INFORMATION

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?				Y/N
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	N
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	N
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				N
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 816 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

None

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

AGENCY CUSTOMER ID: _____

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☒ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE

PRODUCER'S NAME (Please Print)

STATE PRODUCER LICENSE NO
(Required in Florida)

APPLICANT'S SIGNATURE

DATE

NATIONAL PRODUCER NUMBER

AGENCY CUSTOMER ID:

COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

AGENCY <i>Howard Brown Agency, Inc</i>	CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE <i>9/16/19</i>	APPLICANT / FIRST NAMED INSURED <i>Granite Quarry Athletic Club</i>
COVERAGES		

COVERAGES

LIMITS

COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE OWNER'S & CONTRACTOR'S PROTECTIVE		GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> LOCATION <input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:		\$ <u>2,000,000</u>	PREMIUMS PREMISES/OPERATIONS
DEDUCTIBLES PROPERTY DAMAGE \$ BODILY INJURY \$ <input type="checkbox"/> PER CLAIM <input type="checkbox"/> PER OCCURRENCE		PRODUCTS & COMPLETED OPERATIONS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (each occurrence) MEDICAL EXPENSE (Any one person) EMPLOYEE BENEFITS		\$ <u>2,000,000</u> \$ <u>1,000,000</u> \$ <u>4,000,000</u> \$ <u>100,000</u> \$ <u>5,000</u> \$	PRODUCTS OTHER TOTAL

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.

SCHEDULE OF HAZARDS

[illegible]

RATING AND PREMIUM BASIS		(P) PAYROLL - PER \$1,000/PAY	(C) TOTAL COST - PER \$1,000/COST	(U) UNIT - PER UNIT
(S) GROSS SALES - PER \$1,000/SALES	(A) AREA - PER 1,000/SQ FT	(M) ADMISSIONS - PER 1,000/ADM	(T) OTHER	

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES

1. PROPOSED RETROACTIVE DATE:

2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:

3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?

4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?

Y/N

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2011/09)

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CONTRACTORS

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?				
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?				
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?				
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?				
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?				
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?				
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB- CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL- TIME STAFF:	# PART- TIME STAFF:

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.		Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?		
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)		
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		
8. PRODUCTS UNDER LABEL OF OTHERS?		
9. VENDORS COVERAGE REQUIRED?		
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		

GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)

Y / N

16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?

N

17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?

LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)

N

18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?

N

19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?

N

20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?

N

21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?

N

22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?

N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Will not allow any motorized vehicles on trail

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; In LA, ME, TN and VA, insurance benefits may also be denied)

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

IN KANSAS, ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.